

ARTICLE 26 - PENSION

A. Employer contributions to the Local One Security Officer's Union Money Purchase Pension Plan ceased effective June 30, 2007. All individual account balances are retained in the Plan and individual employees shall receive them in accordance with the terms of the Plan.

B. (1) Effective July 1, 2007 employees previously covered by the Local One Security Officers Union Money Purchase Pension Plan are covered prospectively by the New York University Staff Pension Plan ("the Plan").

(2) Employees commenced earning service credit under the Plan effective July 1, 2007.

(3) There will be full vesting in Plan benefits after five (5) years of service, including all service with the University.

(4) The University shall make any amendments to the Plan and/or any governmental filings required to effectuate the provisions contained in this article.

(5) The Union has received a copy of the complete text of the New York University Staff Pension Plan (Non-Contributory) and the Summary Plan Description (SPD).

(6) The Employer will maintain the New York

University Staff Pension Plan for eligible bargaining unit employees for the duration of this Agreement.

(7) Bargaining unit employees are eligible for participation once they have reached the age of twenty-one (21), have been employed by the University for twelve (12) months, and have worked 1,000 hours in a twelve (12) consecutive month period.

(8) For covered service effective July 1, 2007, the amount of pension an employee is entitled to is based on the following formula:

- a. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date x  $.014 \times$  first nine credited years of service.
- b. Average monthly salary over the three (3) consecutive years with the highest compensation prior to termination date x  $.017 \times$  credited years of service after 9 up to a maximum of 35 years of service.

An employee may accrue a maximum of 35 credited years of service under all of the sections of this provision.

(9) The normal retirement date is the first day of the month after the month in which the employee's sixty-fifth (65th) birthday occurs, or the employee's birthday if the employee's sixty-fifth birthday is the first of the month.

(10) Effective January 1, 1986, the mandatory retirement date is eliminated, as required by New York State Law.

(11) Effective November 1, 1981, the pension plan is amended to count as credited years of service, years of service prior to the month in which the employee attained his/her 22nd birthday.

(12) All questions concerning coverage, vesting, entitlement to pension, or any aspect of the plan are to be resolved in accordance with the procedures contained in the plan and are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 26A - WINDOW SEVERANCE PLAN

Effective for the period May 1, 2013 to December 31, 2013, the University will establish a Window Severance Plan with the following features:

1. Employees age sixty-two (62) and over with at least ten years of full-time continuous service will be eligible to participate in the plan.

2. Eligible employees may, during the period of the Plan, elect in writing (in a form to be provided by the University) to resign from the University's employment.

3. Eligible employees electing to so resign will receive one week's base pay for every full year of service.

4. The Plan will comply with all provisions of the Age Discrimination in Employment Act.

5. Eligible employees will be entitled to all applicable university retiree benefits.

The University shall be solely responsible for the expense and preparation of Window Severance Plan documents.

**ARTICLE 27 - DISABILITY BENEFITS LAW/  
EMPLOYMENT INSURANCE LAW**

A. The Employer shall cover its Employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a non-contributory basis and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

B. Any Employee required to attend his Workers Compensation hearing shall be paid for his regularly scheduled hours during such attendance.

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ARTICLE 28 - HEALTH, DENTAL AND LIFE INSURANCE

A. The Employer shall continue to provide its present choices of health insurance coverage, or substantially equivalent coverage, on an individual basis and for families to full-time employees upon completion of three (3) months service. Choices of health insurance plans, including the ability to opt out (upon proof of substantially similar coverage) will be during the annual open enrollment period.

1. Calendar Year 2013

See Appendix H-1

2. Calendar Years 2014, 2015, 2016, 2017, 2018

See Appendix H-2

B. If the University negotiates a substantially better health insurance program with IBT Local 810 during the term hereof, the Union may elect a re-opening of the contract for the purpose of negotiations on the subject of health insurance within (60) days thereof.

C. Dental Insurance

1. For the calendar year 2013, the University will continue to provide its Met Life Dental Assistance Benefits

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Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles, and service requirement) on an individual basis to full-time permanent employees at no cost to the employee for the duration of this agreement. Coverage for the family, including a domestic partner and children of the domestic partner, of a full-time permanent employee is permitted on a shared cost basis. The contribution for family coverage is \$4.00 per month. The service requirement is three months. The University shall continue to provide the same coverage that it provides for administrators for the duration of this Agreement.

2. Effective calendar year 2014, employee dental insurance contributions are \$5.00 per month for individual coverage and \$15.00 per month for family coverage.

C. Group Life Insurance

1. The Employer shall grant \$30,000.00 of the Employer's group life insurance coverage at the Employer's expense to all full-time employees covered by this Agreement upon the completion of three months employment.

2. Optional additional amounts will be available to full-time employees in \$5,000 increments, up to a maximum of \$40,000, on a cost-shared basis, with the employee paying one-

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half of the cost and the University paying one-half. Effective January 1, 2014, the maximum is increased to \$70,000.00.

3. New employees have 30 days after completion of three (3) months of service to enroll without proof of insurability.

4. Employees who choose not to elect voluntary coverage during the initial enrollment period available to them will have to show proof of insurability at a later date in order to participate.

#### ARTICLE 29 - SUBSTANCE ABUSE POLICY

The New York University / Local One Security Officers Union Substance Abuse Policy is incorporated herein by reference.

#### ARTICLE 30 - COMMUTATION EXPENSE REIMBURSEMENT ACCOUNTS

The University will make available to employees the same commutation expense reimbursement accounts that it makes available to administrators.


#### ARTICLE 31 - INFORMATION

A. The University will give the union the names and addresses of new employees on a monthly basis.

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B. The University will furnish to the union the dates of changes in status of the bargaining unit members. The University will furnish to the union notice of all dismissals, resignations, deaths, promotions, demotions, transfers, retirements, name changes, reclassifications and leaves of absence and the dates of such changes. The notice of leaves of absence will include the starting and return dates of the leave. The notice of dismissals, resignations, deaths and retirements shall state the reasons for termination (discharge, resigned) and whether the employee was on probation. This information shall be furnished by the twentieth (20th) day of the month following the month in which either they were employed and/or there was any change in employment status.

C. The University will provide to the Union on a quarterly basis a list of the names of all members of the bargaining unit with their University identification numbers, job title, rate of pay, home addresses and date of hire, as shown in the University's records. The University will make a reasonable effort to provide this information through a mutually agreed upon method of electronic transfer to the Union or its designee. The University is not obligated to purchase





additional equipment or incur substantial additional cost.

D. The University will send the job-posting list to the union each week.

E. Copies of any Departmental rules, regulations and policies that relate to terms and conditions of employment or disciplinary action shall be sent to the union. If there are any changes in these Departmental-Wide rules, regulations and policies the union must receive them at the same time they are distributed.

ARTICLE 32 - HEALTH AND SAFETY

A. Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to health and safety. The meetings will be scheduled for two hours and any Union representative who is a member of the bargaining unit will be released from work to attend the meeting and will be paid for the time spent at the meeting.

B. In compliance with University health and safety policies and procedures, the University shall make reasonable

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attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

C. All employees exposed to biohazard areas will be issued radiation tags.

D. Safety medical kits shall be supplied by the University and placed in the locker rooms.

ARTICLE 33 - DOMESTIC PARTNER

Wherever the term spouse is used in the contract, the benefit provided may be used equally by an employee for a domestic partner, provided that the employee and domestic partner sign and are in compliance with the terms of the affidavit attached as Appendix C. Wherever the term child or children is used in the contract, the benefit provided may be used equally by an employee for the natural or adopted child or children of a domestic partner subject to the same proviso. Wherever the terms "domestic partner" or "domestic partner's child" are used in the contract, they are defined as stated above and subject to the qualifications stated above.



ARTICLE 34 - PUBLIC ACCESS DEFIBRILLATOR PROGRAM


Security Officers will be trained and required to use an Automatic External Defibrillator (AED) in the performance of their duties.

ARTICLE 35 - EMERGENCY

For purposes of the contract, emergency means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

ARTICLE 36 - BULLETIN BOARDS

The Department shall provide minimum 48 inch by 36 inch bulletin boards for Union notices relating to meetings, dues, entertainment and general union activities. The bulletin boards shall be placed in the locker rooms at 7 Washington Place, the substation at 13th Street, the Dental Center, 80 Lafayette Street and near the Law School time clock. These bulletin boards shall be glass cases with a lock and key for the exclusive use of the Union, except at the Law School where the board is shared. No notices which are derogatory to the University shall be posted.



**ARTICLE 37 - DISCIPLINE FOR EXCESSIVE--ABSENTEEISM  
AND TARDINESS**

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A. Discipline for excessive tardiness is to be handled in accordance with the guidelines set forth in Appendix D.

B. Discipline for absenteeism problems will be handled on a case by case basis and must be for just cause. The University will continue to follow its progressive discipline practice which usually provides for an oral and written warning before suspension[s] or discharge, but which allows for skipping steps depending on the seriousness of the misconduct involved. All discipline is subject to the grievance and arbitration procedure.

**ARTICLE 38 - SECURITY SPECIALISTS**

1. A seniority roster, separate from that used for Security Officers, shall be kept for Security Specialists to determine the scheduling of their vacation and days off.

2. The schedules for Security Specialists hired prior to December 9, 1998 will remain the same as currently worked unless class schedules change or other events occur that change the needs of the Department, which then reserves the right to make

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reasonable changes in schedules. The Department is not limited in any way with regard to schedules for Security Specialist replacements or additional Security Specialists hired on or after December 9, 1998.


3. The job description for the Security Specialists is attached as Appendix E.

ARTICLE 39 - UNION REPRESENTATIVES

A. A Shop Steward or Union officer will be released from work to attend first and second step grievance hearings and paid for the time spent at such hearings. No Shop Steward or Union officer will be paid for attending more than two grievance hearings a week.

B. The grievance will be scheduled at a mutually agreeable time with the supervisor at Step 1 and the Director of Labor Relations or that person's designee at Step 2. Those officials shall also verify the length of the hearing.


C. The Shop Steward or Union officer will not be paid or released from work for time spent in preparation for the hearing or discussing the grievance with the grievant.



D. The Union shall give a current list of Shop Stewards and Union officers to the Director of Labor Relations and give notice of any changes in the list within one week of their occurrence.

E. An accredited representative of the Union shall have reasonable access to the University's premises where bargaining unit employees are present, for the purpose of administering this Agreement, provided that there is no interference with employees' work and that prior notice of the visit is given to the tour commander. The Union will provide in writing, the names and positions of up to three (3) accredited representatives to the University's Office of Labor Relations.

F. Up to five Union Representatives total will be released from work 2 hours before the end of their tour if working the hours on the 2<sup>nd</sup> Platoon (7x3 tour) or will be released from work 2 hours during the start of their tour if working the hours on the 3<sup>rd</sup> Platoon (3x11 tour) and paid for this time, for the purpose of attending Union meetings once per month. The Union will give five (5) days notice of the date of the upcoming meetings and the names of the representatives to be



released. The Union recognizes that there may be exceptional circumstances requiring that these leaves be cancelled in whole or in part.


ARTICLE 40: PERSONNEL FILES

Employees will be given an opportunity to read any written warning or letter notifying them of disciplinary action which is placed in their personnel file, and shall receive a copy at the same time. They must acknowledge that they have read the document by signing it. This provision does not permit inspection of personnel files.

An employee will be permitted to submit a written rebuttal to any written letter or notice of disciplinary action and have it placed in his/her personnel file.

ARTICLE 41 - STAFF TRAINING

If the courses listed in Appendix I are offered by the School of Continuing and Professional Studies and are tuition remission eligible, employees who enroll will be reimbursed for the normal 20% tuition charge if they successfully complete the course. Representatives of the University and the Union shall meet annually to discuss other courses, if any, which may be substituted for the courses listed in Appendix I.



ARTICLE 42 - ENTIRE AGREEMENT

The parties, in consideration of the benefits, privileges and advantages provided in this Agreement, and as a condition to the execution thereof, agree that that no term of the Agreement may be modified in any respect except by a writing executed by each of the parties hereto. The parties further acknowledge that they have had a full and unfettered right to bargain over the wages and benefits payable to employees covered hereunder, and waive their right to bargain concerning such wages and/or benefits during the term of this Agreement.

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ARTICLE 43 - TERM AND RENEWAL

This Agreement shall be effective as of July 1, 2012 unless otherwise provided herein and shall expire June 30, 2018. Sixty (60) days prior to the expiration of this Agreement, the parties shall commence negotiations for an Agreement to become effective July 1, 2018.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of May, 2013.

NEW YORK UNIVERSITY

By: 

Alison Leary  
Executive Vice President

By: 

Terrance J. Nolan  
Director of Labor Relations

LOCAL ONE SECURITY OFFICERS UNION

By: 

Michael Pidoto  
President

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APPENDIX A

1. Minimum weekly wage rates for full time Security Officers hired prior to July 1, 2008 and full time Security Specialists after receiving the across the board increases listed below:

	<u>7/1/2012</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
Security Officers	\$1018.00	\$1038.00	\$1064.00	\$1091.00	\$1118.00	\$1146.00
Security Specialists	\$1122.00	\$1144.50	\$1173.00	\$1202.00	\$1232.00	\$1263.00

2. Hiring Rates (weekly):

<u>7/1/2012</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
\$550.00	\$600.00	\$615.00	\$630.50	\$646.00	\$662.00

3. Across the board increases for all Security Officers and Security Specialists employed on the dates set forth below:

<u>7/1/2012</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
2.5%	2%	2.5%	2.5%	2.5%	2.5%

The above will be rounded to the nearest \$0.50 or dollar.

4. Wages of part-time Employees shall be prorated.

5. All wages shall be paid weekly in cash or by check

6. Full time employees earning less than \$600.00 per week will have their wages adjusted to \$600.00 per week effective July 1, 2013, after the calculation of the across the board increase.

7. Longevity Increases

After receiving the above across-the-board increases:

- A. On each July 1, employees who have reached their 10<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of nine dollars (\$9.00) per week.
- B. On each July 1, employees who have reached their 15<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of seven dollars (\$7.00) per week.
- C. On each July 1, employees who have reached their 20<sup>th</sup> anniversary of employment during the previous twelve (12) months shall receive an increase of seven dollars (\$7.00) per week.

8. Step Increases

Completion of 3 months of service	-	\$20.00 per week
Completion of 18 months of service	-	\$20.00 per week
Completion of 36 months of service	-	\$20.00 per week
Completion of 48 months of service	-	an amount necessary to bring the Security Officer to the applicable minimum wage rate (job rate) listed in paragraph 1 above.

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APPENDIX BSeverance Pay

A. For those employees employed subsequent to September 1, 1972, the following provisions shall govern;

1. In case of termination of employment because of the employee's physical or mental inability to perform his duties or from reduction in force, the employee shall receive, in addition to accrued vacation credits, termination pay according to service with the Employer, as follows:

Employees with 5 but less than 10 years	-	1 week's pay
Employees with 10 but less than 12 years	-	2 weeks' pay
Employees with 12 but less than 15 years	-	3 weeks' pay
Employees with 15 but less than 17 years	-	6 weeks' pay
Employees with 17 but less than 20 years	-	7 weeks' pay
Employees with 20 but less than 25 years	-	8 weeks' pay
Employees with 25 years or more	-	10 weeks' pay


As an employee physically or mentally unable to perform his duties may resign and receive the above termination pay if he submits satisfactory evidence of such inability. If the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

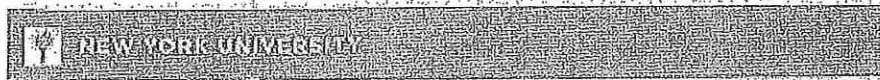
2. The right to accept termination pay and resign where there has been a reduction in force shall be determined by



seniority, i.e., termination pay shall be offered to the most senior employee, then to the next more senior, and so on, until accepted. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive any applicable termination pay.

3. "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he shall be entitled to termination pay for the period of his full-time employment, and if he accepts such part-time employment, he shall be considered a new employee for all purposes.



APPENDIX C**Affidavit of Domestic Partnership**

New York University (the "University") provides benefits to your domestic partner and his or her children, provided that you and your domestic partner sign and complete this Affidavit of Domestic Partnership in the presence of a notary public or a representative of the University's Benefits Office and return it along with the supporting documentation to the Benefits Office at the address provided below. Once your affidavit and supporting documentation have been reviewed, you and your domestic partner will be informed if any further information or action is required.

**A. DECLARATION**

We, \_\_\_\_\_ (employee name) and \_\_\_\_\_ (domestic partner), certify that we are domestic partners in accordance with the following criteria and that we are eligible for benefits coverage under the University's benefit programs.

**B. PROOF OF STATUS**

We have evidence of a New York City Certificate of Domestic Partnership, or a marriage certificate, domestic partnership registration, civil union or the equivalent issued by a foreign country, or a state, municipality, territory or enclave of the United States. (Please attach copies of such evidence, in addition to copies of the employee's ID and a photo ID of the domestic partner.)

OR

We declare the following:

- We are each other's sole domestic partner and have a committed relationship intended to be of indefinite duration.
- We are not married to anyone else, and, if previously married, a legal divorce or annulment has been obtained or the former spouse is deceased.
- We are at least eighteen (18) years old and are old enough to enter into marriage according to the laws of the State or Commonwealth in which we legally reside.
- We are not a member of another domestic partnership, and if we previously were a member of a domestic partnership, we have taken the necessary legal and other steps to terminate the relationship.
- We are mentally competent to enter into a contract according to the laws of the State or Commonwealth in which we reside.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the State or Commonwealth in which we legally reside.
- We reside together in the same residence and intend to do so indefinitely. (Note: The shared residency requirement will be suspended for a period of up to 12 months in the case of a separation that is temporary, for example, a job transfer or other temporary separation that results in you and your domestic partner living in separate residences. During the time that the shared residence

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requirement is temporarily suspended, all other domestic partnership criteria will continue to apply. If after 12 months you are not sharing the same residence for any reason, the partnership will be terminated.)

a. We understand that as domestic partners, we are subject to the same University policies and guidelines in accessing and availing ourselves of the University's benefit programs as other employees. For example, all employees must enroll a new domestic partner and his or her children in the University's benefit programs within 31 days of the date of eligibility. Participants that are not enrolled within this time may not be enrolled until the University's next Annual Enrollment period.

b. We are jointly responsible for each other's common welfare and share financial obligations, which is demonstrated by two of the following pieces of supporting documentation, copies of which have been attached to this Affidavit:

- a. Joint mortgage or lease (original documents submitted for review),
- b. Designation of domestic partner as beneficiary in employee's will or identified in will as partner,
- c. Durable property and health care powers of attorney, or
- d. Joint ownership of an automobile, joint bank account, or joint credit account (original documents must be submitted for review),
- e. Designation of domestic partner as beneficiary of employee's life insurance or retirement plan.

#### c. TAXATION (YOU SHOULD CONSULT A TAX ADVISOR BEFORE SIGNING THIS CERTIFICATION)

##### General Tax Rules

The amount of your contribution to provide health benefits for a domestic partner and children of a domestic partner will be the same as for a spouse and his or her children. However, medical and dental benefits provided to your domestic partner and/or the children of your domestic partner will be treated as taxable income to you unless your domestic partner and/or children of your domestic partner qualify as dependents under Section 152 of the Internal Revenue Code. If your domestic partner and his or her children are not your tax qualified dependents, the value of the coverage provided to your domestic partner and his or her children under the University's benefit programs will be considered taxable income to you. The value of the coverage provided to your domestic partner and his or her children will be based on the cost of the coverage under the University's benefit program.

##### Definition of Dependency

The definition of dependency under the Internal Revenue Code changes periodically. We suggest that you consult a tax advisor to determine whether your domestic partner and/or his or her children are your tax qualified dependents before you certify that they are dependents.

If your domestic partner and his or her children experience a change in status that converts your domestic partner or his or her children to a tax-qualified dependent or to a non-tax-qualified dependent, you must inform the University within 31 days of the modification so that value of coverage or benefits provided under the University's benefit programs may be taxed (or not taxed) appropriately.

I, \_\_\_\_\_ (employee), acknowledge and understand that benefits provided to my domestic partner and/or the children of my domestic partner will be treated as taxable income to me for federal, state, and local tax purposes unless my domestic partner and/or the children of my domestic partner qualify as dependents under Section 152 of the Internal Revenue Code.

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I have read the information above and have had an opportunity to consult a tax advisor. I understand that falsely certifying dependency status could result in disciplinary action at the University, including termination of employment as well as potential claims of tax fraud.

Relationship	Sex (M/F)	Full Name	This person does qualify as my dependent under Section 152 of the Internal Revenue Code	This person does not qualify as my dependent under Section 152 of the Internal Revenue Code
Domestic Partner				
Child				
Child				
Child				

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### D. CHANGE IN DOMESTIC PARTNERSHIP

1. As an employee of the University, I agree to notify the University Benefits Office if there is any change in our status as domestic partners (for example, a change in legal status, or joint residence, subject to the special rule described in Section 2 above, or shared financial responsibility) as certified in this statement that would make my domestic partner no longer eligible for any of the University benefits or perquisites. I will notify the University within 31 days of such change by declaring a termination of domestic partnership via the Benefits Resource Center, which shall affirm that the domestic partnership has been terminated as of the date of the event.

2. We understand that former partners and their children will be eligible to continue health benefits at their own expense (if not covered elsewhere for comparable benefits) for up to eighteen (18) months after the filing of a Statement of Termination of Domestic Partnership unless precluded by the insurance carrier. The rates for coverage will be the prevailing University rates plus a 2% administration fee.

3. We understand that it is the domestic partner who is responsible for requesting the continuation of benefits from the Benefits Office within sixty (60) days of the termination of the domestic partnership.

#### E. ACKNOWLEDGEMENTS

1. We have provided the information in this Affidavit for the purpose of determining eligibility for the domestic partner benefits offered by the University's insurance carriers and under the University's benefits program.

2. We certify that any and all representations that we have made and information that we have provided as part of this Affidavit as evidence of our domestic partnership are true and accurate and that the documents attached hereto are authentic.

3. We understand that under current tax laws, the employee will incur taxable income equal to the value of the benefits provided to the domestic partner or domestic partner's dependent children unless such individuals qualify as the employee's tax qualified dependents and the employee files an Affidavit of Tax Qualified Dependents (see "Tax Information on Health Benefits for Domestic Partners" for information regarding when domestic partners and their children qualify as qualified tax dependents).

4. We agree to furnish any further documentation that the Benefits Office may require. We agree to indemnify the University for any expenses or liabilities it incurs as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Affidavit or in any information that we have presented to a Benefits Office representative.

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5. We understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action, including termination of employment, and may subject us to civil action to recover any losses, including attorney's fees, in addition to the obligation to repay benefits received.

6. We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee NYU ID

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee/Domestic Partner Home Address

\_\_\_\_\_  
Benefits Office Representative or Notary Public

\_\_\_\_\_  
Date

Please submit this Affidavit and all supporting documentation to:

The Benefits Office  
NYU Human Resources  
205 East 17th Street, First Floor  
New York, NY 10003  
Fax: (212) 995-4050

For use by the NYU Benefits Office only:

\_\_\_\_\_  
Employee Last Name, First Name, Middle Initial

\_\_\_\_\_  
Employee NYU ID

Approved by Benefits Specialist: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX D

To: All Supervisors

From: Jules A. Martin, Asst. Vice President

Date: June 20, 2001

Re: Guidelines regarding disciplinary action taken because of excessive lateness by Security Officers (Amended)

The following guidelines are issued to help you take appropriate disciplinary action when a Security Officer is excessively late for duty.

An oral warning should be issued whenever a security Officer is late six times within a six-month period.

A written warning should be considered when there is another lateness within a couple of weeks of an oral warning, or two latenesses within a couple of months of an oral warning, or three latenesses within six months. The length of the lateness should be considered and disciplinary action deferred if the lateness is 5 minutes or less. However a written warning should be considered whenever a Security Officer is late six times within six months of an oral warning regardless of the duration of the lateness.

A suspension ranging from one day to three days in duration should be considered in accordance with the guidelines for written warnings. The length of the suspension should depend on the length of latenesses, how soon they occur after the written warnings, and whether they are clustered (e.g., three latenesses in one week).

Discharge may be considered at any time after a Security Officer has been suspended, using the same guidelines. All disciplinary actions should be based on the Security Officer's entire record and previous disciplinary actions should always be stated in written warning, suspension notices and discharge notices.



Absenteeism and tardiness are closely related indications of attendance problems and the Security Officer's record with regard to both should be considered before taking disciplinary action.

Security Officers must be given the opportunity to explain their lateness and reasons given, if any, must be taken into consideration. Lateness caused by verified serious transit, traffic, and weather conditions may be excused. However, Officers who choose to live at a distance from the work location without public transportation, for example, cannot rely on traffic problems to excuse recurring lateness.

In cases where you believe clarification or modification of the guidelines is necessary before taking disciplinary action, contact Assistant Director of Security Administration.

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APPENDIX E

JOB DESCRIPTION OF SECURITY SPECIALISTS

- A. Perform duties of uniformed Security Officers
- B. Perform duties previously performed by Elevator Starters.
- C. Roving Patrol (Touch Response Electronic Patrol (T.R.E.P.)), Bobst Library. The purpose of Roving Bobst Patrol is to locate and place an "Unattended Property Notice" on personal property of library user. Duties of Security Specialist shall include:
  - 1. Conduct floor by floor patrol in accordance with T.R.E.P. schedule. Designated floors shall include Level "B" through 11th floor.
  - 2. Perform T.R.E.P. Patrol in Bobst.
  - 3. Locate and place "Unattended Property Notice" on unattended personal property in Bobst.
  - 4. Prepare report of the number of "Unattended Property Notices" served, the location, and the time of service.
  - 5. Submit report at the end of tour to the desk sergeant at Command Center.
  - 6. With courtesy and respect, remind library users of the need to refrain from eating and drinking in the library.
  - 7. Request the assistance of a female officer or supervisor when check of female rest room is required.
- D. While Bobst is the present focus of unattended property patrol, nothing contained herein shall restrict such assignment at other buildings.
- E. Under the supervisor of Desk Sergeant perform Dispatching Duties:
  - 1. Promptly dispatch calls for service.
  - 2. Become proficient in all Public Safety Department Radio Codes.

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- F. An enclosed Bike Rack (116 spaces) in the rear of the Tisch building, which is controlled by card access, is open for authorized NYU One Card Access holders. Duties of a Security Specialist shall include:
1. Check to identify bicycles that have been stored for more than twenty-four hours.
  2. If a bike is suspected of being stored for more than 24 hours, under the direction of a supervisor remove seat and deliver to Central Command, Lost and Found for vouchering. Record date, time, and description of bike.
  3. Take a photograph of any bike that is the subject of a seat removal. Stamp the rear of the photo with a Time, Date and Location Stamp and fill out Bike Seat Removal Report.
  4. Check Bike Rack at least twice a tour, once during the first two hours and once during the last two hours.
  5. Attach a Notice of Seat Removal to the affected bike recording on the Notice the date and time of seat removal. The Notice will direct the owner to Central Command for retrieval of bike, subject to property identification.
  6. Place a Public Safety Department security cable through both bicycle wheels and
  7. If a removed bike seat is in the possession of the department for more than twenty-four hours, the seat will be restored to the correct bike. The bike will then be removed (owner's security device removed) to a location under the control of the Public Safety Department for storage.
- G. While the Bike Rack in the rear of Tisch is the focus of the above procedure, nothing contained herein shall restrict assignment of Security Specialists at other future Bike Rack locations
- H. Assist Supervisor of Lost/Found. Under the direction of Evidence/Lost/Found Supervisor or Tour Supervisor or Sergeant, the duties of a Security Specialist shall include:
1. Receive, record and label property.
  2. Perform intake functions.

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3. Examine property to insure proper identification.
  4. Store and safe guard recorded property for easy retrieval.
  5. Secure and maintain storage area.
  6. Determine identity of person(s) requesting release of property. Verify identification and proof of ownership.
  7. Secure the approval of Lost and Found Supervisor or in the absence of Lost and Found Supervisor, the Tour Supervisor or Tour Sergeant prior to release of property.
- I. Under the supervision of Tour Sergeant, monitor at Central Command; alarm systems, security cameras and other security surveillance systems (except slow scan) within the campus to detect unusual conditions or occurrences.
- J. Perform Duty at Dental Center when required. Duties shall include:
1. Monitor Close Circuit Television.
  2. Patrol front lobby, creating a presence for persons entering or leaving Dental Center.
  3. Make proper notifications and prepare report for Public Safety Department in connection with said assignment.
- K. When on patrol, keep supervisor informed of campus conditions.
- L. When directed by a supervisor, pick up and deliver students to medical or other campus locations.
- M. Distribute Department mail.
- N. Remain available for service or assignment and in a location known to Tour Desk Sergeant when not on assignment.
- O. Perform duties as Command Center main telephone Switchboard Operator. Duties shall include:
- 

1. Answer telephone promptly, stating in courteous and professional manner, "Public Safety Department, Security Specialist \_\_\_\_\_, May I help you?"
  2. Notify Desk Sergeant of all important messages.
  3. Maintain Protection Department Telephone Dispatch Log.
  4. Maintain duplicate copy of Protection Department Roll Call making adjustment as needed or as directed by the Desk Sergeant.
  5. Immediately notify Desk Sergeant of any Public Safety Department member calling for a sick day, emergency day, emergency vacation day, etc.
- p. Perform meal and vacation reliefs.
- Q. Perform openings and closings as needed.
- R. Perform clerical and/or administrative duties as pertaining to their assignments in the Public Safety Department.
- S. Within a reasonable period of time, Security Specialists shall be required to be Scooter qualified after joining the Public Safety Department.
- T. Assist the Director of investigations when needed to address property crimes or crimes listed in the N.Y.S. Penal Law. Security Specialists shall not be required to investigate other members of Local One Security Officers Union.
- U. Assist in patrol strategies and initiatives developed for the purpose of combating crime enumerated in the N.Y.S. Penal Law.
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APPENDIX F

**Authorization Form**

To: \_\_\_\_\_ Date: \_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by Local One Security Officers Union, as a condition of my membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to Local One Security Officers Union, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deductions.

This agreement is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to Local One Security Officers Union @ 419 Lafayette Street, New York, NY 10011 at least 15 days prior to any termination date of the revocation of this authorization.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Soc. Sec. # \_\_\_\_\_

Signature: \_\_\_\_\_

*M*

APPENDIX G

This Agreement expressly includes all side agreements or written amendments to all contracts covering this bargaining unit signed prior to July 1, 2006, except those that expire on their own terms prior to July 1, 2006 and any that are inconsistent with the written terms of this Agreement.

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**APPENDIX H - 1****Group Health Insurance**

A. For calendar year 2013, group health insurance plan for all employees shall consist of either the United Health Care Point of Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

	<u>UHC POS</u>	<u>HMO</u>
1. Primary Care Physician Office Visit	\$15 copay	\$10 copay
2. Specialist Office Visit	\$25 copay	\$20 copay
3. Deductible (In-Network)	None	None
Deductible (Out of Network)	\$400/\$1,000	
4. Coinsurance (In-Network)	10%	None
Coinsurance (Out of Network)	30%	
5. Maximum Out-of-Pocket (In-Network)	\$2,000/\$4,000	None
Maximum Out-of-Pocket (Out of Network)	\$6,000/\$12,000	
6. Emergency Room	\$50 copay	\$50 copay
7. In-Patient Hospital (In-Network)	10%	\$100 copay
In-Patient Hospital (Out of Network)	30%	
8. Out-Patient Surgery (In-Network)	10%	\$50 copay
Out-Patient Surgery (Out of Network)	30%	
9. Prescription Drugs Retail (Generic/ Preferred Brand/ Non-Preferred Brand)	\$5/\$10/\$30	\$5/\$10/\$30
Mail Order (3-month supply) (Generic/ Preferred Brand/ Non-Preferred Brand)	\$10/\$30/\$50	\$10/\$30/\$50

B. The group health insurance monthly premium schedule for employees shall be as follows:

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2013	\$0	\$65	\$65	\$80



APPENDIX H - 2

A. For calendar years 2014, 2015, 2016, 2017 and 2018, group health insurance plan for all employees shall consist of either the United Health Care Point of Service Plan (UHC POS) or substantially equivalent coverage, or any Health Maintenance Organization (HMO) in which the University may participate, each with the following features:

	<u>UHC POS</u>	<u>HMO</u>
1. Primary Care Physician Office Visit	\$20 copay	\$20 copay
2. Specialist Office Visit	\$30 copay	\$30 copay
3. Deductible (In-Network)	\$200/\$400	\$200/\$400
Deductible (Out of Network)	\$800/\$1,600	
4. Coinsurance (In-Network)	10%	10%
Coinsurance (Out of Network)	30%	
5. Maximum Out-of-Pocket (In-Network)	\$2,000/\$4,000	\$2,000/\$4,000
Maximum Out-of-Pocket (Out of Network)	\$6,000/\$12,000	
6. Emergency Room	\$75 copay	\$75 copay
7. In-Patient Hospital (In-Network)	10%	10%
In-Patient Hospital (Out of Network)	30%	
8. Out-Patient Surgery (In-Network)	10%	10%
Out-Patient Surgery (Out of Network)	30%	
9. Prescription Drugs Retail (Generic/ Preferred Brand/ Non-Preferred Brand)	\$5/\$20/\$55	\$5/\$20/\$55
Mail Order (3-month supply) (Generic/ Preferred Brand/ Non-Preferred Brand)	\$10/\$50/\$75	\$10/\$50/\$75

B. The group health insurance monthly premium schedule for employees shall be as follows:

**UHC POS**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2014	\$25	\$70	\$70	\$85
2015	\$30	\$75	\$75	\$90
2016	\$35	\$80	\$80	\$95
2017	\$40	\$85	\$85	\$105
2018	\$45	\$90	\$90	\$115

**HMO**

	<u>Employee</u>	<u>Employee &amp; Spouse</u>	<u>Employee &amp; Child(ren)</u>	<u>Employee &amp; Family</u>
2014	\$40	\$95	\$95	\$145
2015	\$50	\$105	\$105	\$155
2016	\$60	\$115	\$115	\$165
2017	\$70	\$125	\$125	\$175
2018	\$80	\$135	\$135	\$185

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APPENDIX I

Courses referred to in Article 42, Staff Training:

**Basic Skills**

WRIT1-CE9062 Writing on the Job  
TPGP1-CE9131 Math Review for GRE/GMAT  
FINA1-CE9850 Personal Finance: Developing Your Financial Plan

**Grad School Preparation**

TPGP1-CE9117 LSAT Preparation  
TPGP1-CE9116 GMAT Preparation  
TPGP1-CE9115 GRE Preparation

**Career Change/Job Advancement**

CELP1-CE9065 Career Changing in your 20s and 30s  
CPDC1-CE9571 Career Planning and Development throughout Working  
Life  
CELP1-CE9285 Turning Your Passion into Your Profession

**IT Skills**

INFO1-CE9903 Access: Designing and Developing a Database  
INFO1-CE9131 Create Your Own Website in Three Easy Sessions  
DDRW1-CE9004 Illustrator 1: Foundations

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NEW YORK UNIVERSITY / LOCAL ONE SECURITY OFFICERS UNION

SUBSTANCE ABUSE POLICY

It shall be the agreement between the Employer and its security employees that the Substance Abuse Policy as described below shall be in effect. Among the provisions, the Substance Abuse Policy consists of both Random Drug Testing and Reasonable Suspicion Drug Testing (also referred to as drug testing for cause).

**A. Definitions**

For the purpose of this article the following definitions shall apply.

1. Random Drug Testing - means testing security employees on an unannounced, random basis without reasons.

2. Reasonable Suspicion - means that the employer believes, based on specific observations, including but not limited to, the employee's appearance, behavior, or speech that the employee has violated the prohibitions of this policy concerning the illegal use or abuse of drugs or controlled substances. These observations may include indications of the effects of the use or abuse of drugs or controlled substances.

3. Certified Laboratory - means a laboratory certified by the U.S. Department of Health and Human Services ("DHHS") which meets the DHHS's "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as amended.

4. Chain of Custody - means procedures to assure the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures require that a chain of custody form be used from time of collection to receipt by the laboratory. Upon receipt by the laboratory of the specimen, an appropriate chain of custody form will account for the sample within the laboratory. Chain of custody forms must, at a minimum, include an entry documenting the date and purpose when a specimen or portion of the specimen is handled or transferred and identifying every individual in the chain of custody.



5. Employer Vehicle - means an automobile, truck, van and any other power-mechanized vehicle including scooters.

6. Employer Test - in drug testing, means a second analytical procedure to identify the presence of a specific controlled substance or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. The secondary analytical procedure uses a gas chromatography/mass spectrometry (GC/MS) or equally reliable method to ensure reliability and accuracy of test results.

7. Controlled Substance and Drug - are used interchangeably in this policy and mean marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) and any other substance included in Schedules 1 through V, as defined by section 812 of Title 21 of the United States Code, as they may be revised from time to time. The term "controlled substance" and/or "drug" includes legal substances obtained illegally and/or used in an unauthorized manner, but does not refer to the proper use of controlled substances authorized by law which do not affect job safety or performance.

8. Conviction - means a finding of guilt, including a plea of *nolo contendere*, or the imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes.

9. Criminal Drug Statute - means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

10. Employee - means full-time and part-time bargaining unit employees in the Public Safety Department.

11. Medical Review Officer ("MRO") - means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result, medical history and any other relevant biomedical information.



12. Negative Test Result - in drug testing, means a result reviewed by a MRO that has no evidence of prohibited drug use.

13. Positive Test Result - in drug testing means a drug test result reviewed by a MRO and verified to have evidence of prohibited drug use.

14. Refuse To Submit - means that the individual (1) fails to provide urine or an adequate amount of urine for drug testing without a valid medical explanation after he or she has received notice of the requirement for testing in accordance with the Employer Substance Abuse Policy, or (2) engages in conduct that clearly obstructs the testing process, or (3) fails to complete the drug testing required forms.

15. Screening or Initial Test - means for drug testing an immunoassay screen to eliminate "negative" specimens from further consideration.

16. Workplace - means a site for the performance of work to be done in connection with the Employer's business. This includes, but is not limited to, all structures and surrounding properties at which the Employer conducts its business, any Employer vehicles or equipment whether owned, leased, or used, whether or not on Employer premises, and any other location in which Employer work or business is performed.

#### **B. Substance Abuse Policy**

##### **Prohibited Conduct Concerning Illegal Drugs**

1. Employees are prohibited from engaging in the unlawful or unauthorized use, manufacture, distribution, dispensation, sale or possession of illegal drugs or controlled substances in the workplace including: on Employer's premises, in Employer's vehicles, or while engaged in Employer activities, or while working for the Employer at the premises owned/leased or controlled by the Employer.

2. Employees are prohibited from reporting for duty, or remaining on duty when the employee uses, or is under the influence of any drugs, except when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her duties and responsibilities.

3. Employees are prohibited from continuing to work if they have tested positive for illegal drugs.

4. No supervisor who has actual knowledge that an employee has or is engaging in the unauthorized use of controlled substances while in the workplace shall permit the employee to continue to work.

**C. Prohibition Against Working or Reporting to Work While Using Any Legal Drug Which Affects Safety or Performance**

1. Use of any drug while engaged in Employer work activities is prohibited to the extent such use may affect the safety of the University community, the employee, co-workers and the public.

2. An employee using any medication that contains a controlled substance has an obligation to inquire and determine whether the substance the employee is taking may affect the employee's ability to safely or efficiently perform the employee's duties and responsibilities.

3. Any such information must be reported to the Employer prior to the start of the tour, without disclosing the identity of the substance.

4. An employee may continue to work, if the substance does not adversely affect the employee's ability to safely and efficiently perform the employee's duties and responsibilities. Employer shall not be required to make reasonable accommodation associated with employee drug use.

**D. Notification Drug Conviction**

Employees must notify Employer of any criminal drug conviction within five (5) days of such conviction.

**E. Reasonable Suspicion Drug Test**

1. An employee must submit to a reasonable suspicion drug test when a supervisor believes that the employee has violated the drug prohibitions contained in this policy. A reasonable suspicion determination must be based on specific, articulated observations as described in Section A, Subsection



2. In addition, these observations may include indications of the chronic and withdrawal effects of use or abuse of drugs.

2. A reasonable suspicion determination for a drug test may be made at any time the employee is at work.

3. The supervisor who makes a reasonable suspicion determination will not assist in the drug testing procedure.

4. The Employer shall transport or ensure transportation for the employee as soon as practical to the collection site for the collection of urine specimens.

5. The employee must submit to reasonable suspicion drug testing upon request.

6. Before an employee is required to submit to a drug testing for cause, an independent observation by a supervisor of equal rank or higher must be made to confirm the findings of reasonable suspicion.

7. Documentation of the observations leading to a reasonable suspicion drug test must be prepared and signed by the supervisors who made the observations.

8. The employee will be suspended without pay after the completion of the drug test, pending the test results. If the test results are negative, the employee will be compensated for all time lost from work, which is directly attributable to the request to take the test. However, no compensation shall be available to an employee who is already on suspension at the time the employee takes the test based upon conduct other than the suspected violation of the Employer's substance abuse policy. The Employer also reserves the right to evaluate the conduct of the individual, which warranted the reasonable suspicion drug test to determine if the conduct in and of itself should warrant discipline, up to and including termination.

#### **F. Self-Identification of Substance Abuse Problem**

If an employee voluntarily has self-identified himself or herself as having a drug problem and/or voluntarily requests assistance for such a problem before being selected for a required drug test and the employee has not violated this policy in any way, the Employer will refer such an employee to an assistance or rehabilitation program. The employee must

satisfactorily complete any assistance or rehabilitation program. Any costs associated with the program are the sole responsibility of the employee. Upon being certified by the assistance or rehabilitation program that the employee is fit to return to duty, he/she will be returned to duty on the following conditions. Upon such employee's return to duty, he or she will be required to submit to a drug test and must receive a negative result. Such employee also will be required to submit to follow-up drug testing. The number and frequency of such follow-up testing shall be directed by the Employer and consist of at least six (6) tests in the first 24 months following the employee's return to duty. Self-Identification will not apply after an employee has been selected for either testing for cause or random testing.

#### **G. Laboratory Drug Testing Procedures**

The Employer's drug and testing procedures comply with the Federal Procedures For Transportation Workplace Drug and Alcohol Testing Programs. These procedures ensure the integrity, confidentiality and reliability of the testing processes, safeguard the validity of the test results and ensure that these results are attributed to the correct employee. Further, these procedures minimize the impact upon the privacy and dignity of persons undergoing such tests to every extent feasible.

#### **A. Drug Testing Procedures**

All drug tests conducted pursuant to this policy shall be performed by a certified laboratory.

##### **1. Confirmation and review of drug test results**

- (a) All prospective drug test results will be confirmed by gas chromatography and maspectrometry (GC/MS). All confirmed positive drug test results will be reviewed by a medical review officer ("MRO.") to determine whether there is any legitimate explanation for the positive test result. This review shall include medical interview, review of the employee's medical history, or review of any other relevant biomedical factors and all medical records made available by the tested employees.
- (b) Employees testing positive will be given the opportunity to discuss with the MRO any legitimate explanation for the positive test



- result. If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the Employer as negative. If the MRO determines that there are no legitimate explanations for the confirmed positive test result, the results will be verified by the MRO.
- (c) The MRO may verify a test as positive without having communicated directly with the employee when:

- i. the employee expressly declines the opportunity to discuss the test
- or
- ii. the designated Employer's representative has successfully contacted the employee and instructed the employee to contact the MRO and more than five (5) days have passed since the employee was contacted by the Employer's representative.

2. Right to have split specimen analyzed

All employees have the right to request, within 72 hours of being notified by the MRO of a verified positive test result, that the split specimen be analyzed in a different DHHS certified laboratory, for the presence of the drug(s) for which a positive result was obtained. If the split specimen fails to reconfirm the presence of the drug(s) found in the primary specimen, the MRO shall report the test result as negative. An employee who requests that the split be tested must pay for the cost of the split specimen.

3. Inability to provide adequate amount of urine specimen

The employee must provide at least 45 milliliters of urine for a drug test. If the employee is unable to provide such a quantity of urine, then the employee will be instructed to drink a set amount of fluid and after a period of up to two hours, again attempt to provide a complete specimen. If the employee is still unable to provide an adequate specimen, the MRO will refer the employee for a medical evaluation. If the MRO determines that there is no legitimate medical explanation for the employee's failure to provide an adequate amount of urine, this will constitute a refusal to submit to a test and the

employee will be terminated.

**H. Consequences for Policy Violations and Refusal to Submit to a Test**

**1. Positive Test Results**

Any employee who receives a confirmed positive drug test result will be terminated, except an employee who receives a confirmed positive drug test result as a result of a random test and who has not previously violated the policy in any way. will be treated as a person who has "self identified" as having a substance abuse problem as set forth in paragraph F of this policy.

**2. Refusal to Submit**

Refusal by an employee to complete the drug testing forms, to provide a specimen, or an adequate amount of specimen, or otherwise cooperate with the testing process in a way that prevents the completion of the test will constitute a refusal to submit to a test and the employee will be terminated.

**3. Altered Or Substituted Urine Specimens**

An employee found to have altered or substituted a specimen will be terminated.

**I. Notification of Test Results**

Employees will be advised of drug test results if the results were verified positive and which drug or drug(s) were verified as positive.

The University will designate a reputable third-party drug-testing laboratory for the purpose of this agreement and will notify the Union of the name and address of the laboratory. The Union may have two (2) representatives visit the laboratory and interview laboratory personnel and review laboratory procedures.

**J. Access to Records and Confidentiality of Test Results**

The Employer will maintain records of all test results, both positive and negative, in a secure location with controlled access. The laboratory may disclose drug test results only to the MRO. The MRO may disclose test results only to the individual tested, designated Employer representatives, a treatment program, or a court of law or administrative tribunal to the extent required by law. Beyond that, results shall not be released to any person without the individual's written consent.



In addition, an employee, upon written request, may obtain copies of any records pertaining to the employee's drug use, including test records. The Employer will promptly provide the records requested by the employee.

#### **K. Inspection**

Employees suspected of illegal drug use shall cooperate in any official investigation. All property used by employees including desk, file cabinet, lockers, and employer vehicles shall be the subject of an inspection without notice. All inspections will be conducted in the presence of a union member.

#### **L. Consent of Employees**

All employees are required to consent to drug testing and/or inspections pursuant to these policies as a condition of employment and continued employment. Consent to drug testing and searches include an employee's obligation to fully cooperate. Upon request, such person must promptly complete any required forms and releases and promptly provide a sample for testing.

#### **M. Employer Random Drug Testing Procedure**

1. All current and future full-time and part-time Security Officers/Security Specialists and all other persons in the Public Safety Department (except those covered by a different collective bargaining agreement than Local One) who are employed by the Employer shall be the subject of random drug testing and reasonable suspicion drug screening to detect the use of illegal drug or controlled substances. Employer may randomly test up to ten (10) employees in each calendar month. If an employee is selected for a random test he/she would not be subject for selection for the next one hundred twenty (120) consecutive days. Effective July 1, 2004, he/she would not be subject to selection for the next ninety (90) consecutive days.

2. Random Drug Testing shall occur during thirty-six (36) unspecified intervals (no more than three intervals per month), where security employees will be randomly tested using a sampling methodology to detect the illegal use of drug/controlled substances covered by this agreement. Random Drug Testing shall be conducted throughout the year on a random unannounced basis. Testing shall occur at a time consistent with designated platoon assignments. Security Employees will be selected for random drug testing by a process that ensure that each covered employee has an equal chance of being tested each

time selections are made. Employee will be tested only for illegal drugs or controlled substances. No other substances, such as alcohol, will be screened.

3. The designated laboratory shall perform the random selection of security employees for random drug testing. The interval used will be at the discretion of the designated laboratory. The selection of officers to be tested on a random basis shall be accomplished by placing only the social security numbers of all security employees, except clerical employees covered by other collective bargaining agreements, in a computer program used by the designated laboratory to produce a random selection of up to ten (10) employees during any calendar month covered by this agreement.

4. On the day when the employee/s are to be tested, a list of employee social security numbers will be generated at random until a sufficient number of employees are available to meet the established guidelines.

5. When employees are randomly selected and the Employer is notified by the laboratory, the Employer will make the proper entries in a "Confidential Drug Test Log" and immediately notify the officers who are scheduled for testing. Arrangements will be made to have a supervisor in the rank of sergeant or above escort selected officers to the testing site consistent with the provisions of this agreement.

6. Employees must report for testing as scheduled and if assigned to the Second Platoon, within three (3) hours of notification during lab hours of operation. Employee will report to the Public Safety Department Human Resources Representative or a designee at 7 Washington Place, 2nd Floor, where Employer will make arrangements to transport employee to the laboratory-testing site and back to the location of their time clock.

7. At the test site, employee will be required to prepare all forms associated with the testing process. Employees scheduled for testing will present their authorized NYU Identification card and test authorization form to the designated lab representative. Failure to comply with any of the above instructions will be deemed a "Refusal to Cooperate" and will be grounds for immediate suspension and termination.



8. Security Officers assigned to the First Platoon (2300 - 0700 hours) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd Floor immediately following their tour of duty unless there exists a defensible absence excuse as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site. Employees will be paid from the end of their tour until they are returned to their time clock.

9. Security Officers assigned to the Second Platoon (0700 - 1500) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd floor, immediately upon notification unless there exists a defensible absence as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site.

10. Security Officers assigned to the Third Platoon (1500 - 2300 hours) shall report to the Public Safety Human Resources Representative at 7 Washington Place, 2nd Floor, at the start of the tour unless there exists a defensible absence as listed in Section N of this agreement. Arrangements will be made to escort employees to the designated testing site.

#### **N. Defensible Absences**

Employees selected for random drug testing pursuant to this procedure must appear for the scheduled testing unless absences are the result of:

1. Training outside the City of New York
2. Authorized Military Leave
3. Jury Duty
4. Currently on authorized Sick Leave
5. Annual Vacation
6. Regular Day Off.
7. Documented Death-in-family
8. Designated laboratory not open for business
9. Severe Weather
10. Documented Transportation Failure

Employees who are selected for drug testing must provide written documentation within 30 days to the Employer regarding the above defensible absences. Employees who fail to appear due to a defensible absence will be rescheduled for a drug-screening test within 20 days of return to duty on a date determined by the Employer.

**O. The Employer Shall be Responsible for Scheduling and Administration of Drug Screening When Reasonable Suspicion Exists Involving the Use of Illegal Drug or Controlled Substances**

1. When it is determined that an employee is suspected of using illegal drug or controlled substances and a drug screening test is warranted, follow the procedure outlined in Section "M" sub-sections 5 through 10 of this Article.

**P. Overtime**

Employees reporting for testing other than on his or her regularly scheduled tour will be entitled to at least four (4) hours of overtime.

**Q. Confidentiality**

The positive and negative test results received by employer through its drug testing program are confidential communication and may not be used by others except such test results may be used in administrative or disciplinary proceedings, hearings, arbitrations, civil litigations arising from the positive test result or employee initiated action.